

# EXHIBIT “1”

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 85-6454 CIV-GONZALEZ

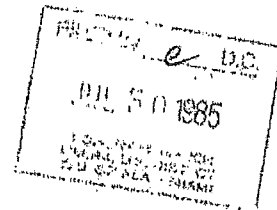
FPA CORPORATION, a Delaware  
corporation,

Plaintiff,

vs.

CITY OF POMPAÑO BEACH, FLORIDA;  
E.F. KLEINGARTNER; DONALD C. ROBERGE,  
JAMES E. SODERLUND; SANDRA ROZAR,  
E. PAT LARKINS; TOM FLYNN; EMMA LOU OLSON;  
HERB SKOLNICK; MICHAEL GOMES; and PALM  
AIRE CIVIC ASSOCIATION,

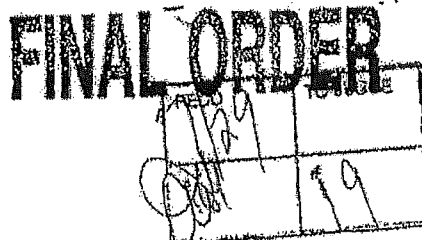
Defendants.



JOINT MOTION FOR ENTRY OF  
ORDER APPROVING SETTLEMENT

Plaintiff, FPA Corporation, a Delaware corporation and Defendant City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida jointly move this Court for the entry of an order approving and adopting the parties Stipulation, Settlement and Master Plan Agreement for Palm Aire dated July 25, 1985 and in support thereof state:

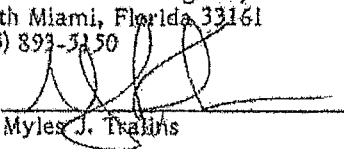
1. Said Stipulation, Settlement and Master Plan Agreement attached hereto as Exhibit "A" was made and entered into by and between the parties in full settlement of and for purposes of resolving all issues set forth in the pending litigation.
2. The parties jointly request that this Court approve said Stipulation, Settlement and Master Plan Agreement (Exhibit "A") and adopt the same as a Final Order binding and enforceable as against the parties.



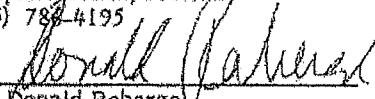
3. The parties agree to bear their own costs and attorneys fees in connection with the subject litigation.

Dated: July 25, 1985.

MYLES J. TRALINS, P.A.  
Attorney for Plaintiff  
13385 West Dixie Highway  
North Miami, Florida 33161  
(305) 893-3150

By:   
Myles J. Tralins

DONALD ROBERGE, ESQUIRE  
Attorney for City of Pompano Beach  
101 S.W. 1st Avenue  
Pompano Beach, Florida  
(305) 782-4195

By:   
Donald Roberge

FINAL ORDER APPROVING SETTLEMENT

THIS CAUSE came on to be heard on the joint motion of Plaintiff, FPA Corporation and Defendant, City of Pompano Beach for the entry of a Final Order adopting and approving the parties Stipulation, Settlement and Master Plan Agreement dated July 25, 1985 and the Court, having considered said joint motion, having reviewed the Settlement Agreement and upon being duly advised in the premises hereby

ORDERS and ADJUDGES:

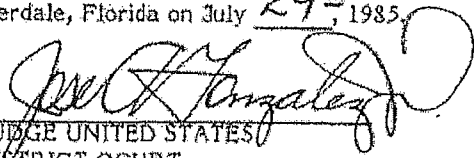
1. This Stipulation, Settlement and Master Plan Agreement for Palm Aire dated July 25, 1985, attached to and incorporated in this Final Order is hereby ratified and confirmed.

2. Plaintiff, FPA Corporation and Defendant, City of Pompano Beach are ordered to strictly comply with all terms and conditions of said Stipulation, Settlement and Master Plan Agreement for Palm Aire.

3. This Court shall retain jurisdiction of this cause to enforce the provisions of the Stipulation, Settlement and Master Plan Agreement.

4. Each party shall bear their own costs and attorney fees incurred in conjunction with this litigation.

DONE and ORDERED at Fort Lauderdale, Florida on July 29<sup>th</sup>, 1985.

  
JUDGE UNITED STATES  
DISTRICT COURT

CONFORMED COPIES TO:

ALL COUNSEL OF RECORD

STIPULATION, SETTLEMENT and

MASTER PLAN AGREEMENT

FOR PALM-AIRE

In consideration of the mutual promises herein contained and in order to resolve and settle all pending litigation between the parties as is more particularly described in Exhibit "A" attached hereto, the City of Pompano Beach, a municipal corporation of the State of Florida, ("City") and FPA Corporation, a Delaware corporation authorized to do business in the State of Florida, ("FPA"), its successors and assigns, agree as follows:

Section 1. Preamble and Intent of the Parties.

- 1.1 Palm-Aire is a residential and recreation development consisting of approximately 1,750 acres located within the City of Pompano Beach, Florida, as more particularly described on the Pompano Beach Land Use Plan Map as being circumscribed with dotted lines with a maximum density of 7 dwelling units per acre. FPA is the developer of Palm-Aire.
- 1.2 The maximum number of residential dwelling units permitted to be developed within Palm-Aire under the Broward County Land Use Plan and the City of Pompano Beach Land Use Plan is 10,631.
- 1.3 The City and FPA wish to enter into a Master Plan agreement to distribute the land uses and residential dwelling units within Palm-Aire in accordance with the requirements of the Broward County Land Use Plan, the Pompano Beach Land Use Plan and the requirements of the City's Zoning Code.

Section 2. Approval of Master Plan and Distribution of Dwelling Units.

FPA and the City agree that distribution of land uses within Palm-Aire shall be as provided in the "Palm-Aire Master Plan" attached as Exhibit "B". FPA and the City further agree that the distribution of dwelling units within Palm-Aire shall be as provided in the "Palm-Aire Unit Summary" attached as Exhibit "C", except as provided in Section 7 below. The City Planning Department shall verify the unit count contained in Exhibit "C" and any discrepancy shall be corrected.

Section 3. Update of Traffic Study. FPA agrees that within ninety (90) days of the execution of this Agreement, that FPA will provide the City with an update of the Palm-Aire Traffic Study performed by Kimley-Horne & Associates. FPA further agrees that it will provide the City with an update

EXHIBIT A

of this traffic study on an annual basis to be performed by an independent traffic engineer acceptable to the City beginning one year from the date of this Agreement and ending when the last site plan completing all development within Palm-Aire has been approved by the City.

Section 4. Transportation Improvements within Palm-Aire. FPA and the City recognize that future development within Palm-Aire may result in the need for additional transportation improvements within Palm-Aire. FPA recognizes that, as the developer of Palm-Aire, FPA is responsible for the development of an internal transportation system sufficient to accommodate all growth within Palm-Aire regardless of the ultimate ownership of the individual parcels within Palm-Aire. Accordingly, FPA agrees to be responsible for the installation of all transportation related improvements indicated to be needed by the Palm-Aire traffic study as updated as provided in Section 3 above, or as determined to be needed by mutual agreement between FPA and the City.

Section 5. Drainage Plan. The City recognizes that FPA has planned and arranged the recreational land within Palm-Aire in such a manner as to provide for the drainage requirements of the residential land and the arrangement of these drainage facilities is unique to Palm-Aire. Accordingly, in recognition of the drainage plan for Palm-Aire, the City agrees that a proper use of the golf courses within Palm-Aire is for the drainage and retention requirements of the residential areas and that this use is consistent with and does not alter the primary recreational use of the golf course and that the utilization of the golf course in this manner is consistent with the requirements of the RZ-1 zoning district, subject, however, to the review and approval by the Planning and Zoning Board of all new drainage facilities except those drainage facilities associated with the development of Palm-Aire North Course Estates Section 4.

Section 6. Zoning Districts. All undeveloped residential property within Palm-Aire shall be developed consistent with the City's existing RZ-1 zoning district unless application is made by FPA for a rezoning to another zoning district, and said application is approved by the City. Notwithstanding the above, the residential density within Palm-Aire shall be controlled by the effective land use plan and this Agreement. The City agrees that all existing densities within Palm-Aire were developed in conformance with the City's Land Use Plan and land development regulations in existence at the time of said development and are consistent with all applicable zoning and

land development regulations, and, FPA agrees that the City may rezone developed areas within Palm-Aire to more closely reflect the existing uses and densities.

Section 7. Allocation and Reallocation of Remaining Units.

7.1 As Exhibit "C" indicates, there are 326 permitted dwelling units that are unallocated to a specific parcel within Palm-Aire. The parties agree that the remaining unallocated dwelling units may be utilized by FPA to increase the density on any residential parcel which is subject to this Agreement over and above the density otherwise provided for in this Agreement, subject to the approval by the City of a site plan which includes the increased density and subject to the payment of any additional impact fees that may be required by Broward County.

7.2 The parties further agree that if FPA constructs less than the number of units permitted on any parcel as depicted on Exhibit "C", the unbuilt dwelling units shall be added to the number of remaining dwelling units provided for in 7.1 above, and shall be allocated as provided in Section 7.1 above.

7.3 It is acknowledged that City approval is a condition precedent to any change in land use density from those densities provided in Exhibit "C".

Section 8. Agreement as Order of the Court. The parties agree to submit to the appropriate courts, this Stipulation, Settlement and Master Plan Agreement for approval and adoption into a final order which shall be binding and enforceable as against the parties.

Section 9. Recordation. This Agreement shall be recorded in the Public Records of Broward County, Florida and the terms of this Agreement shall be a covenant running with the land, and shall be binding as to all successors in interest to FPA.

Veronica Davis  
Sharon Tucker

CITY OF FORT LAUDERDALE

By:

Mayor

By:

City Manager

Attest:

City Clerk

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared E. Pat Lachnis, James G. Sanderson and Sharon D. Rouse of the City of Pompano Beach, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 25<sup>th</sup> day of July, 1985.

[Signature]  
Notary Public  
My commission expires: 12/31/1986

FPA CORPORATION

By: [Signature]  
President  
Attest: [Signature]  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared J. Nor Atklee and Douglas Atklee, of FPA Corporation, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of July, 1985.

[Signature]  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 6 1986  
BONDED THRU GEN. INS. UNDERWRITERS



EXHIBIT "A"

1. FPA Corporation, a Delaware Corporation v. City of Pompano Beach, Florida, et al., Case No. 85-6454, United States District Court, Southern District of Florida.
2. FPA Corporation, Oxford Development Enterprises, Inc., Palm Aire/Oxford Associates, Limited, a Maryland Limited Partnership by and through its General Partner, Oxford Securities Corporation, and Oxford Construction Services, Inc. v. City of Pompano Beach, Florida, E.F. Fleingartner and Eugen Gwydosik, Case No. 85-13807 CS, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.



## EXHIBIT "C"

Palm-Aire Unit Summary  
(Parcels Keyed to Master Plan)

<u>Parcel</u>		<u>Units</u>	
		<u>Built</u>	<u>Unbuilt</u>
A-G,I,J,K	Condo Associations 1-10	4,484	
H-1	Cypress Estates #1	36	
H-2	Palm-Aire Estates	26	
H-3	Cypress Estates #2	3	
L-1	Condo Association #11 (Oak Crse. Est. #2)	597	
L-2	Oaks Course Estates #2	-	131
M	Condo Association #12	331	
N	Condo Association #14	72	
O	Palm Aire Cypress Course Est. #3	-	400
P	Palm Aire Oaks Course Est. #3	-	1162
Q	Palm Aire North Course Est. #4	-	259*
R-1	Palm-Aire North Course Est. #3	-	288
R-2	Palm-Aire North Course Est. #3 (250 Lifecare units x 1/2)	125	
R-3	Commercial Parcel		
S	Condo Association #52	119	
T	Condo Association #53	100	
U	Spa Hotel (178 rooms x 1/2)	89	
V	Renaissance Club	18	
X-1	Palm-Aire Cypress Course Est. #4	50	451
X-2	Palm-Aire Cypress Course Est. #4	-	417
Y-1	Palm-Aire Cypress Course Est. #5	360	159
Y-2	Palm-Aire Cypress Course Est. #5	-	384
Z	Palm-Aire Cypress Course Est. #7	-	104
AA	Palm-Aire Cypress Course Est. #6	-	100
		6,420	3,875
Total Units Allocated (built and unbuilt)		10,295	
Total Units Permitted by Land Use Plan		10,631	
Remaining Unallocated Units		326	

\* Reduction from 298 subject to issuance of building permit to Oxford Development Enterprises, Inc., or its related entity, the only condition precedent to which is compliance of existing building plans revised to show reduced density and agreed upon security and access modifications, and compliance with the South Florida Building Code as provided in the settlement agreement between the parties in FPA Corporation, et al. v. City of Pompano Beach, et al., Case No. 85-13807 CG, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.